

CONTRACT DATA SHEETPSC Type (check one): ☐ New ☒ Renewal ☐ Addendum**Contractor Information**

1. Legal Name of Contractor: **University Medical Center, Inc./James Graham Brown Cancer Center**
2. Address: **529 South Jackson Street**
3. City/ State & Zip: **Louisville, KY 40202**
4. Contact Person Name & Telephone Number: **Ellenclaire Boyance (502) 562-3317**
5. Revenue Commission Taxpayer ID#:
6. If registration is not required please €
7. Is account in good standing: **Yes**
8. Federal Tax ID # (SSN if sole proprietor):

Department Information

9. Requesting Department: **Louisville Metro Department of Public Health and Wellness**
10. Contact Person Name & Telephone: **Ginger Dereksen 574-6665**

Contract Information

11. Not to exceed amount: **\$190,000**
12. Are expenses reimbursed? **No**
13. If yes list allowable expenses and maximum amount reimbursable:
14. Beginning and ending date of the contract: **July 1, 2009 -- June 30, 2010**
15. Coding: **2101-605-4148-411558-521371 2601-605-4148-411558-521372**
16. Scope & Purpose of the contract: **Breast cancer screening and follow-up for female patients 21-64 years of age with household income less than 200% of federal poverty guidelines and no third party payer, no Medicare or Medicaid coverage.**

Authorizations

WPOS County Attorney Review - Approved as to Form:

Department Director: *Richardson* Date: 4/8/09

Signature certifies:

KAY Funds are available

AW Contractor is registered and in good standing with the Revenue Commission

AW Human Relations Commission registration requirements have been met

GPH Risk Management Division of Finance - Certifies Insurance requirements satisfied: 7-10-09

Cabinet Secretary: *N/A* Date: _____

(If applicable)

WRITTEN FINDINGS**EXPLAINING NECESSITY FOR USING NONCOMPETITIVE NEGOTIATION FOR PSC**

This document constitutes written request and findings, as required by KRS 45A.380 stating the need to purchase through noncompetitive negotiation for PSC Contract # _____. By the signatures listed below, the Requesting Department has determined, and the Chief Financial Officer concurs, that competition is not feasible because:

_____ A. An emergency exists which will cause public harm as a result of the delay in competitive procedures. **** Mayors Approval required for emergency purchases exceeding \$10,000.**

_____ B. There is a single source within a reasonable geographic area of the supply or service to be procured or leased (attach sole source determination from the Purchasing Department).

_____ **X** C. The contract is for the services typically provided by a licensed professional, such as an attorney, architect, engineer, physician, certified public accountant, registered nurse, or educational specialist; a technician such as a plumber, electrician, carpenter, or mechanic; an artist such as a sculptor, aesthetic painter, or musician; or a non-licensed professional such as a consultant, public relations consultant, advertising consultant, developer, employment department, construction manager, investment advisor, or marketing expert and the like.

_____ D. The contract is for the purchase of perishable items purchased on a weekly basis, such as fresh fruits, vegetables, fish, or meat.

_____ E. The contract is for replacement parts where the need cannot reasonably be anticipated and stockpiling is not feasible.

_____ F. The contract is for proprietary items for resale.

_____ G. The contract or purchase is for expenditures made on authorized trips outside the boundaries of the city.

_____ H. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids.

_____ I. The contract is for group life insurance, group health and accident insurance, group professional liability insurance, worker's compensation insurance, or unemployment liability insurance.

_____ J. The contract is for a sale of supplies at reduced prices that will afford a purchase at savings to the Metro Government.

_____ K. The contract was solicited by competitive sealed bidding and no bids were received from a responsive and responsible bidder.

_____ L. Where, after competitive sealed bidding, it is determined in writing that there is only one (1) responsive and responsible bidder.

_____  4/18/09
Requesting Department Director Date

Cabinet Secretary Date
(When required by cabinets policy)

**Mayor Date
**Signature is required only for Written Finding A

AGREEMENT

THIS PROFESSIONAL SERVICE CONTRACT, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **LOUISVILLE METRO DEPARTMENT OF PUBLIC HEALTH AND WELLNESS** herein referred to as “**METRO GOVERNMENT**” or “**LMPHW**”, and **UNIVERSITY MEDICAL CENTER, INC. d/b/a UNIVERSITY OF LOUISVILLE HOSPITAL/JAMES GRAHAM BROWN CANCER CENTER**, with offices located at 529 South Jackson Street, Louisville, Kentucky 40202, herein referred to as “**CONSULTANT**”,

WITNESSETH:

WHEREAS, the Metro Government is in need of certain professional services with respect to breast cancer screening and follow-up; and

WHEREAS, the Consultant has been determined by the Metro Government to have the necessary experience, expertise and qualifications to provide those services,

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

I. SCOPE OF PROFESSIONAL SERVICES

A. Consultant shall, at the request of the Metro Government, provide services under the terms of this professional Agreement. The Consultant's work product may be reviewed from time to time by the Metro Government for purposes of determining that the services provided are within the scope of this Agreement.

B. If from time to time Consultant needs to utilize the records or personnel of the Metro Government relative to performing the services required of this Agreement, then Consultant shall notify the proper agent of the Metro Government of this need and

arrangements may be made for that contingency. However, at no time shall the Metro Government make available its resources without the full consent and understanding of both parties.

C. Consultant, while performing the services rendered pursuant to this Agreement, may incidental thereto utilize agents or employees of such Consultant. However, such use must be documented in the monthly invoice submitted for those services rendered.

D. The services of Consultant shall include but not be limited to the following:

1. Provide screening mammograms, and diagnostic follow-up services including the interpretation of results and reporting in accordance with the following requirements:
 - i. Coordinate the scheduling of screening dates and locations with LMPHW at least thirty days in advance;
 - ii. Certified mammography technologists and equipment to perform screening mammograms. A list of radiologists providing interpretation will be provided to LMPHW and attached to the contract. Updating the list (additions or deletions) will be the responsibility of Consultant;
 - iii. Screening and diagnostic mammography and/or other follow-up procedures utilizing either a mobile unit or fixed equipment at Consultant.
 - iv. Consultant shall develop and read film. The films are to be interpreted by a qualified-radiologist certified by the American College of Radiology. Each radiologist responsible for interpretation of results will have current continuing education in the field of mammography.
 - v. Consultant shall report results in a format and medium acceptable to LMPHW and the Kentucky Department for Public Health Services. Routine results shall be submitted to the patient's primary care provider within three (3) weeks after the screening date. Notification of results will be mailed to each patient.
 - vi. Consultant shall send out reminder notices for routine screening mammogram to all patients.
 - vii. Consultant shall track all abnormal reports, which includes call backs for additional views or ultrasound studies, routine six-month follow ups to document stability of lesions, and notification of markedly abnormal results indicating the need for surgical consultation. For all cases where surgical consultation or biopsy is performed, Consultant shall correlate the pathological biopsy results with the mammographic interpretation. Consultant shall submit electronically all tracking results

of abnormal reports to LMPHW by the fifteenth day of the month following the reporting month.

- viii. Consultant shall inform a designated health center representative of patients who do not respond to Consultant communication.
- ix. Consultant shall follow up on abnormal results, specifically those for which immediate action such as biopsies and/or immediate physician intervention is indicated, which shall be performed by a radiologist contacting the health center designated personnel to ensure direct physician to health center consultation for health center patients.
- x. Consultant agrees that all abnormal clinical breast exams will be referred to Consultant using LMPHW's Breast Cancer Referral Form. A diagnostic mammogram/ultrasound will be performed. If the result of the diagnostic mammogram/ultrasound is negative, then the Radiologist will perform a repeat clinical breast exam and provide documentation of the repeat clinical breast exam to referring agency. Based on test and exam findings, the Radiologist will decide whether further diagnostic testing needs to be done. If the repeat clinical breast exam is abnormal, then the patient will be referred back to the Primary Care Provider for a surgical consult referral to Consultant Physicians Group. The Radiologist's clinical breast exam findings additionally shall be included in the monthly report submitted to LMPHW.
- xi. Consultant shall provide extra views, and follow-up diagnostic mammograms and/or other follow-up procedures, if requested, to women referred by LMPHW. Appropriate diagnostic work up/procedures to be determined by interpreting radiologist. Diagnostic mammogram or other follow-up procedures will be provided at the Consultant, Breast Care Center in Louisville.
- xii. Consultant shall report to LMPHW the number of all mammography services and diagnostic follow-up services performed on monthly basis by the fifteenth day of the month following the reporting month. Data requirements may change during the contract period. Consultant agrees to capture and report additional data elements as defined by LMPHW within four (4) weeks of written notification. Data shall be reported electronically. A delimited or fixed width ASCII file is required. The following data elements are required:

- a. Social Security Number or pseudo number using patient initials and date of birth
- b. Name: Last, First, Middle Initial
- c. Date of Birth - example: 10/10/1999
- d. Date of Service
- e. Race/Ethnicity
- f. CPT codes
- g. Result code
- h. Pathology Results
- i. Recommendations
- j. Screening location

- xiii. Consultant shall maintain Food and Drug administration Certification and accreditation from the American College of Radiology.
 - xiv. Consultant agrees that the report of the mammogram reading must indicate the name and address of the facility where the x-rays are stored, should they be needed at another location for consultation/referral studies.
 - xv. Consultant agrees that in the event that Consultant performs the screening mammogram, but is unable to report the results, Consultant will make every effort to repeat the procedure on a return, scheduled trip or at the Breast Care Center or through a local provider at no additional charge. It is expected that the percentage of recall indicating the need for further diagnostic workup be no more than the national average, less than or equal to ten percent ($\leq 10\%$).
 - xvi. Consultant agrees that in the event Consultant's mobile screening unit is unable to provide screening mammograms requested by the LMPHW, Consultant will accept referrals from LMPHW for screening mammogram at the Consultant, Breast Care Center in Louisville.
 - xvii. Consultant agrees that in the event that Consultant needs to reschedule or cancel mobile screening unit appointments for reasons other than equipment failure, LMPHW must be notified within fifteen (15) days of the scheduled appointment date.
2. Consultant shall submit proper billing on all Medicare (Title XVIII), Medical Assistance (Title XIX), and private insurance recipients served under this contract
 3. The Metro Government shall reimburse Consultant for services provided to female patients between 21 and 64 years of age whose household income is less than 200% of the Federal Poverty guidelines and who have no health insurance, no third party payer, no Medicare coverage and no Medicaid coverage.

II. FEES AND COMPENSATION

- A. The Metro Government shall provide payment to Consultant for appropriately documented services rendered in accordance with Paragraph One (1) of this Agreement.

The total payments made under the terms of this contract shall not exceed **ONE HUNDRED NINETY THOUSAND DOLLARS (\$190,000.00).**

The Metro Government agrees to reimburse Consultant in the amount of \$67.00 per screening mammogram, **subject to the availability of funds**, and payable upon receipt of appropriate data reporting and monthly invoices, as set forth below:

CPT CODE	PROCEDURE	COST
77057	Screening Mammogram	\$67.00

Consultant agrees to accept referrals from LMPHW for diagnostic procedures listed below. LMPHW will be responsible for payment of diagnostic procedures performed at Consultant at the following rates:

CPT Code	Service Description	Technical Component	Professional Component	Total Outpatient Rate
77031	Stereotactic localization for breast biopsy	\$190	\$59	\$249
77032	Preoperative placement of needle wire, interpretation	\$36	\$21	\$57
76098	Radiologic examination, breast surgical specimen	\$12	\$6	\$18
76645	Ultrasound(breast echography)	\$33	\$23	\$56
76937	Ultrasonic guidance for cyst aspiration (use in conjunction with 19000 or 19001)			\$31
76942	Ultrasonic guidance for needle biopsy	\$42	\$25	\$67
88104**	Cytopathology, fluids, washings or brushings (breast)	\$10	\$19	\$29
88172	Evaluation of fine needle aspiration	\$13	\$29	\$42
88173	Interpretation and report of fine needle aspiration	\$26	\$45	\$71
88305	Surgical pathology, gross and microscopic examination	\$44	\$36	\$80
88307	Surgical pathology, associated with breast excision requiring evaluation of margins	\$42	\$49	\$91
99211	Subsequent-brief evaluation/management			\$13
99214	Subsequent-detailed evaluation/management visit			\$61
00400†	Anesthesiology, breast follow-up (base per unit cost)			\$74
10021	Fine needle aspiration w/o image	\$15	\$57	\$72
10022	Fine needle aspiration with image	\$21	\$62	\$83
19000	Cyst aspiration			\$67
19001	Cyst aspiration, additional			\$19
19030	Infection procedure only for ductogram or galactogram			\$56
19100	Breast biopsy, needle core			\$89

19101	Breast biopsy, incisional.			\$265
19102	Percutaneous, needle core, using imaging guidance			\$169
19103	Percutaneous, automated vacuum assisted			\$332
19120	Excision of breast tissue			\$222
19125	Excision of tissue identified preoperatively			\$250
19126	Excision of tissue identified preoperatively, additional			\$125
19290	Preoperative placement of needle wire			\$48
19291	Preoperative placement of needle wire, additional			\$24
19295	Image guided placement			\$65
77052†	Digitization of film radiographic image/computer analysis			\$13
77053	Ductogram	\$70	\$13	\$83
77054	Ductogram, multiple ducts	\$96	\$16	\$112
77055	Diagnostic mammogram, unilateral	\$20	\$18	\$38
77056	Diagnostic mammogram, bilateral	\$41	\$38	\$79
W0166	Charge for use of hospital room (outpatient, breast only)			\$760
G0202	Digital Mammogram			\$67
G0204	Digital Diagnostic mammogram, bilateral	\$41	\$38	\$79
G0206	Digital Diagnostic mammogram, unilateral	\$20	\$18	\$38

† maximum 4 units up to 1 hour

‡ CDC has not approved the use of digital mammography for routine screening mammograms based on current studies related to effectiveness considering higher cost. However, they have approved the use of Computer-aided Detection (CAD), CPT code 77052, digitization of film radiographic images with computer analysis for lesion detection and further physician review for interpretation. LMPHW will accept a charge of \$13 for this CPT code, which will be used in conjunction with 77057 - screening mammogram.

This will be used as a further diagnostic tool only based on judgment of the practicing radiologist. LMPHW does not anticipate a widespread use of this code/service, as its availability is very limited. LMPHW will monitor use to determine at what point this may need to be added to the chart as a routine diagnostic tool.

** Effective October 1, 2001, this pathology code is not to be used on routine breast cysts (clear fluid/disappears on ultrasound) and is only to be used for cases with bloody/abnormal fluid or cysts that do not disappear on ultrasound.

Small Mobile Screenings: LMPHW agrees to schedule a minimum of 15 women for mammogram screening for sites identified as "small" screenings (for each day the mobile van is requested by LMPHW). The number of women that can be screened effectively and efficiently following the proper technological protocol for small sites is 25 women. Consultant reserves the right to reschedule and/or cancel a site visit in the event that the minimum number of screenings cannot be scheduled. LMPHW will coordinate the size of the screening with the consultant 30 days prior to the proposed event.

Large Mobile Screenings: LMPHW agrees to schedule a minimum of 25 women for mammogram screening for sites identified as "large" screenings (for each day the mobile van is requested by LMPHW). The number of women that can be screened effectively and efficiently following the proper technological protocol for small sites is 35 women. Consultant reserves the right to reschedule and/or cancel a site visit in the event that the minimum number of screenings cannot be scheduled. LMPHW will coordinate the size of the screening with the consultant 30 days prior to the proposed event.

B. Unless otherwise agreed to in writing by the Metro Government, services shall be rendered and payment therefore shall be made at monthly intervals throughout the duration of this Agreement. Payment shall only be made pursuant to a detailed invoice presented monthly.

C. The Metro Government shall not reimburse out of pocket expenses under this Agreement.

D. Consultant, to the extent that it provides the same or related services to other parties agrees to pro-rate its billings to the Metro Government which are of benefit to the other parties and to provide documentation to all parties to verify the pro-ration of such billings. In no event will the Metro Government pay bills which are considered to be double billing (i.e. billing two different parties for the same work).

E. Consultant agrees that all outstanding invoices at the end of the fiscal year (June 30) **MUST** reach the Health Department no later than July 7th of the following fiscal year. Consultant agrees that original invoices that are not in Health Department possession by this time will not be paid and Consultant agrees to waive its right to compensation for services billed under such invoices.

F. In the event that services provided exceed the \$220,000.00 as stated in this Agreement, Consultant reserves the right to cease mammography services until such time that additional funds are available. Consultant agrees that prior to this course of action, LMPHW will be notified at least 30 days in advance and Consultant and LMPHW will meet to discuss alternative funding

III. DURATION

A. This Agreement shall begin July 1, 2009 and shall continue through and including June 30, 2010.

B. This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate. This Agreement may also be terminated by any party, without notice to the non-terminating party, because of fraud, misappropriation, embezzlement or malfeasance or a party's failure to perform the duties required under this Agreement. A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

C. In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement. In the event that, during the term of this Agreement, the Metro Council fails to appropriate funds for the payment of the Metro Government's

obligations under this Agreement, the Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been made. The Metro Government shall deliver notice to Consultant of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made.

IV. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause Consultant to be an officer or official of the Metro Government. By executing this Agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

V. RECORDS-AUDIT

Consultant shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Consultant's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Consultant shall include (without limitation): (a) payroll records accounting for total time distribution of Consultant's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for

Consultant's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

VI. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

Consultant agrees to indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Consultant's (or Consultant's subcontractors if any) performance or breach of the contract provided that such claim, damage, loss, or expense is (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or from negligent acts, errors or omissions and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

VII. INSURANCE REQUIREMENTS

Insurance coverage shall be required of Consultant in accordance with Schedule A attached hereto.

VIII. REPORTING OF INCOME

The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of \$600.00 paid to non-corporate contractors. Consultant agrees to furnish the Metro Government with its taxpayer

identification number (TIN) prior to the effective date of this Agreement. Consultant further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

IX. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

X. AUTHORITY

The Consultant, by execution of this Agreement, does hereby warrant and represent that it is qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Agreement.

XI. CONFLICTS OF INTEREST

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest

therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

XIII. OCCUPATIONAL HEALTH AND SAFETY

Consultant agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. Consultant also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions detected at any Metro-owned property where Consultant performs work under this Agreement. Consultant agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

XIV. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

XV. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

XVI. COUNTERPARTS

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

XVII. CALCULATION OF TIME Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Consultant is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

XVIII. CAPTIONS The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

XIX. MISCELLANEOUS Consultant agrees that, in the event it receives from the Metro Government any protected health information, it will not disclose any of that information to any third party and, in that regard, Consultant agrees to comply with the rules and regulations of the Health Insurance Portability and Accountability Act ("HIPAA"), codified in 42 U.S.C. § 1320d and 45 C.F.R. 160-164. Consultant shall hold in strictest confidence all documentation, information, and observations gathered in the performance of this Agreement, and Consultant agrees to sign the Health Department Business Associate Agreement. Consultant further agrees to require any of its subcontractors to both abide by the aforementioned HIPAA prohibitions against the unauthorized disclosure of confidential and protected health information and to sign the Health Department's Business Associate Agreement.

The Metro Government and Consultant agree to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et. seq.*) and all implementing regulations and executive orders, and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701) and the Kentucky Equal Employment Act of 1978 (K.R.S. § 45.550 to 45.640) and the Americans with Disabilities Act (42 U.S.C. § 12101 *et. seq.*). No person shall be excluded from participation in, be denied the benefits of, or be subject to discrimination in relation to activities carried out under this Agreement on the basis of race, color, age, religion, sex, disability or national origin. This includes provision of language assistance services to individuals of limited English proficiency seeking and/or eligible for services under this Agreement.

Consultant certifies that none of its officers, stockholders, partners, owners or employees is an officer, stockholder, partner, owner or employee of the Louisville Metro Government or its Health Department. Consultant agrees to comply with all

constitutional, statutory, regulatory and common law requirements adhered to by the Cabinet for Health and Family Services pertaining to conflicts of interest.

Consultant nor any of its employees or personnel shall speak on behalf of or as a representative of the Metro Government or the Health Department without the express authorization of the Director of Health or his designee.

The Consultant shall reveal any final determination of a violation by the Consultant or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor. The Consultant shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor for the duration of the contract.

WITNESS the agreement of the parties hereto by their signatures affixed hereon.

**APPROVED AS TO FORM AND
LEGALITY:**



**MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY**

Date: 5/8/09

**LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT**



**DR. ADEWALE TROUTMAN, M.D.
DIRECTOR, LOUISVILLE METRO
DEPARTMENT OF PUBLIC HEALTH
AND WELLNESS**

Date: _____

**UNIVERSITY MEDICAL CENTER, INC. d/b/a
UNIVERSITY OF LOUISVILLE HOSPITAL/
JAMES GRAHAM BROWN CANCER
CENTER**

By: 
Robert Barbier

Title: V.P. Operations & CFO

Date: May 14, 2009

**Taxpayer Identification #
(TIN):** _____

**Louisville/Jefferson County
Revenue Commission Account
No.:** _____

Health Department - PSC with University Medical Center Inc dba U of L Hospital James Graham Brown Cancer Center for
Breast Cancer Screening Fiscal Year 2009-2010 050509 [pr]

SCHEDULE A

I. INSURANCE REQUIREMENTS

Prior to commencing work, Consultant shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Consultant shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division. The Consultant shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Consultant evidencing proof of coverages.

Without limiting Consultant's indemnification requirements, it is agreed that Consultant shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies. The Louisville/Jefferson County Metro Government may require Consultant to supply proof of subcontractor's insurance via Certificates of Insurance, or at Louisville/Jefferson County Metro Government's option, actual copies of policies.

1. The Consultant shall purchase and maintain at their own expense a **PROFESSIONAL LIABILITY (Errors and Omissions Liability)** insurance policy, which includes a **minimum** limit of liability of **\$1,000,000** for each Wrongful Act. In the event that the Consultant's policy is written on a "Claims Made" Form, the Consultant shall, after work has been completed, furnish evidence that the liability coverage has been maintained for at least one year after completion of work, either by submitting renewal policies with a Retroactive Date of not later than the date work commenced under this contract, or by evidence that the Consultant has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.
2. **WORKERS' COMPENSATION** insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY - \$100,000 Each Accident/\$500,000 Disease - Policy Limit/\$100,000 Disease - Each Employee.**

II. ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division.

III. MISCELLANEOUS

- A. The Consultant shall procure and maintain insurance policies as described herein and for which the Louisville/Jefferson County Metro Government shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled without the Louisville/Jefferson County Metro Government having been provided at least (30) thirty days written notice. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to the Louisville/Jefferson County Metro Government before the expiration date.

- B. Certificates of Insurance as required above shall be furnished, as called for to:

Louisville/Jefferson County Metro Government
Finance Department, Risk Management Division
611 West Jefferson Street
Louisville, Kentucky 40202

And at least 30 days prior to the expiration of any policy(s).

- C. The Consultant agrees that it will not materially alter any of the insurance policies currently in force and relied on under this agreement. Further, the Consultant will not reduce any coverage amount below the limits required in this agreement
- D. Approval of the insurance by the Louisville/Jefferson County Metro Government shall not in any way relieve or decrease the liability of the Consultant hereunder. It is expressly understood that the Louisville/Jefferson County Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Consultant.

KENTUCKIANA MEDICAL RECIPROCAL RISK RETENTION GROUP

550 S. Jackson St., Suite A1H03
Louisville, KY 40202

PROFESSIONAL LIABILITY POLICY

CERTIFICATE HOLDER:

Louisville/Jefferson County Metro Government
Finance Dept. Risk Management Division
611 West Jefferson Street
Louisville, KY 40202

Policy Number: L1000-09

Policy Period:

From January 1, 2009 to January 1, 2010

12:01 a.m., Standard Time at the address of the Named Insureds

Named Insured	Address	Retroactive Date
University Medical Center	530 S. Jackson St. Louisville, KY 40202	1/1/1996

Coverage	Limit of Liability
Part I - Professional Liability	\$1,500,000 each occurrence/ \$4,000,000 aggregate

AGGREGATE LIMITS: Professional Liability coverage provided by this policy are subject to a combined aggregate limit of liability of \$4,000,000

LIMIT OF LIABILITY: The limit of the Company's liability as shown is the total limit of liability for all coverages provided by the policy regardless of the number of **Insureds** or claimants, subject to all the terms of this policy having reference thereto.

CLAIMS MADE POLICY: Coverage applies to **Medical Incidents** or **Events** subsequent to the **Insured's Retroactive Date** and while the policy is in force for the **Insured** provided that any claim or suit be first made during the policy period. Please review the policy carefully.



Registered Agent



CERTIFICATE OF LIABILITY INSURANCE

 OP ID WJ
 UNIME-1

DATE (MM/DD/YYYY)

07/10/09

PRIMER Name: Lukens - Louisville 2305 River Rd Louisville KY 40206 Phone: 502-894-2100 Fax: 502-894-8602		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED University Medical Center, Inc dba University of Louisville Hospital/James Graham Brown Cancer Center 530 South Jackson Street Louisville KY 40202		INSURERS AFFORDING COVERAGE INSURER A: Self Insured Trust INSURER B: Lexington Insurance Company INSURER C: Midwest Employers Casualty Co. INSURER D: INSURER E:	NAIC # 19437 23612

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY	SELF-INSURED TRUST	01/01/09	01/01/10	EACH OCCURRENCE	\$ \$100,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
		<input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person)	\$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ \$100,000
						PRODUCTS - COMP/OP AGG	\$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
B		EXCESS / UMBRELLA LIABILITY	6790898	01/01/09	01/01/10	EACH OCCURRENCE	\$ 1,000,000
		<input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 3,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
C		OTHER				Each Accident	\$1,000,000
		Excess WC & Employers Liability	EWC007133	01/01/09	01/01/10	Each Employee	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Louisville-Jefferson Co. Metro Government is added as an additional insured to the Named Insured's General Liability policy as respects operations performed by the Named insured under contract with the Certificate Holder regarding Breast cancer screening with follow up and female sterilization. Beginning July 1, 2009 and ending June 30, 2010 per contract.

CERTIFICATE HOLDER

LOUJE-7
 Louisville-Jefferson Co. Metro
 Government-Finance Dept.
 Risk Mgmt Division
 611 W. Jefferson Street
 Louisville KY 40202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE